

UNITED STATES BANKRUPTCY COURT

In Re: Stephen Dibernardo
Margaret C Dibernardo

Case No. 04-21879

FILED

REAFFIRMATION AGREEMENT

2004 NOV 22 PM 1:07

WHEREAS, on the date my Petition was filed in the U.S. Bankruptcy Court, Northern District of Ohio, Bankruptcy Court in this case, I/We Stephen Dibernardo and Margaret C Dibernardo was/were indebted to US Bank (creditor), on account number 9900552012, upon which remains an unpaid principal balance of \$ 61,000.69 at an interest rate of 5.99000% per annum with a monthly payment of \$ 628 .73 .

Debtor wishes to retain the property securing the account balance and by reaffirming said debt, note and mortgage/deed of trust.

Debtor promises, reassumes and agrees to be bound by all the terms and conditions as set forth in the original note and mortgage/deed of trust, as amended from time to time, with Creditor including applicable late charges. Debtor agrees to pay the principal sum of \$ 61,000.69 in the payments of \$ 628.73 per month commencing 10-01-04 and on the same day of each and every succeeding month until said sum is fully paid.

THIS AGREEMENT IF NOT REQUIRED UNDER THE BANKRUPTCY CODE, ANY NON-BANKRUPTCY LAW, OR ANY AGREEMENT THAT IS NOT IN ACCORDANCE WITH THE PROVISION OF SECTION 524(C). THIS AGREEMENT MAY BE RESCINDED AT ANY TIME PRIOR TO DISCHARGE OR WITHIN SIXTY(60) DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING WRITTEN NOTICE OF RESCISSION TO CREDITOR AT THE FOLLOWING ADDRESS, 4801 FREDERICA ST., ML:CN-KY-MCRO, OWENSBORO, KY 42304.

DATED: 11/10/04

Stephen Dibernardo
Mortgagor

Margaret C Dibernardo
Co-Mortgagor

APPROVED: US Bank Home Mortgage

BY: Leanna Smith
LEANNA SMITH

CERTIFICATION BY DEBTOR'S ATTORNEY

I hereby certify that this agreement represents a fully informed and voluntary agreement by the debtors; this agreement does not impose a hardship on the debtor or any dependent of the debtor; and I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

Dated: 11/10/04

Stephen Dibernardo
Printed Name: